

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND (USASMDC)
U.S. ARMY KWAJALEIN ATOLL/KWAJALEIN MISSILE RANGE (USAKA/KMR)
AND
THE U.S. DEPARTMENT OF ENERGY (DOE)
OFFICE OF INTERNATIONAL HEALTH PROGRAMS

SUBJECT: Operational and Logistical Support to the Department of Energy (DOE) by U.S. Army Kwajalein Atoll/Kwajalein Missile Range (USAKA/KMR)

1. **PURPOSE:** This MOU establishes and defines the mutual support relationship between the U.S. Army Kwajalein Atoll/Kwajalein Missile Range (USAKA/KMR) and the United States Department of Energy's Office of International Health Programs (EH-63), and broadly states the mutual operational and logistical support services which will be necessary to assist the Federal Government and the DOE's in the fulfillment of its program requirements mandated under the Compact of Free Association. An existing Interagency Support Agreement (ISA) will be renegotiated between the DOE and USAKA/KMR, which will delineate specific resource requirements, responsibilities, support services, and financial arrangements.

2. **REFERENCES:**

- a. Public Law 99-239, "Compact of Free Association Act of 1985"
- b. Interagency Support Agreement (W31RPD-92072-002) between USASMDC and the DOE.
- c. Defense Regional Inter-Service Support (DRIS) Regulation, DoD 4000.19R.
- d. Major Range and Test Facility Base, DOD Directive 3200.11 and AR 70-69.
- e. Accounting Policy and Procedures for Intragovernment, Intradefense, and Intra-Army Transactions, AR 37-27.
- f. The USAKA Financial Policy and Rate Manual, as revised.
- g. Interagency Support Agreement (FB5260-94348-131) between 15 ABW (USAF) and the U.S. Department of Energy.

3. **BACKGROUND:** The DOE, through The Compact of Free Association, is mandated to conduct a program of medical and environmental surveillance of people and islands in the Republic of the Marshall Islands (RMI) exposed to radioactive fallout from the U.S. nuclear tests (with particular reference to Test Bravo in 1954) which took place in the Central Pacific

Ocean between 1946-1958. In order to discharge the responsibilities as lead agency for the prescribed surveillance activities, the DOE has required a logistical and operational base and support structure in the RMI and in Honolulu, Hawaii. The USAKA/KMR and its Kwajalein Logistics Support (KLS) Contractor have historically assisted and supported the U.S. Government's agency, the DOE, in carrying out its federal responsibility in the RMI.

4. SCOPE:

a. The USAKA/KMR will provide logistical and operational support to the DOE's RMI Program at Kwajalein and at Honolulu, to the extent of its available resources and capabilities, on a cost reimbursable and mission non-interference basis.

b. Local procedures and working arrangements are the responsibility of the Commander, USAKA/KMR and the DOE/EH Representative, Honolulu, or his/her designee.

c. Support provided under this agreement will be arranged by USAKA/KMR and accomplished by its KLS Contractor and its Security & Law Enforcement Contractor, or other sources deemed appropriate by USAKA/KMR.

d. The USAKA/KMR will provide, if available, office, warehousing, and clinical space at Kwajalein to the DOE to facilitate its programs. The DOE will arrange with USAKA/KMR for construction and modifications of facilities if necessary, on a reimbursable basis.

e. DOE will provide, if available, and with the concurrence of the 15th ABW (USAF), office and warehousing space at Building #3225 Hickam Air Force Base (AFB), Honolulu, Hawaii to USASMDC/USAKA/KMR, sufficient to meet mutual support requirements. Such requirements will be requested and specified, in writing, by USASMDC/USAKA/KMR. In addition, USASMDC/USAKA/KMR will arrange with DOE for the use, and if necessary, the construction and modifications of the facility, on a reimbursable rate to be established by DOE per paragraph 4.h, below.

f. All DOE personnel and contractor staff will follow all regulations in force at USAKA/KMR, and will follow all special orders and instructions of the Commander, USAKA/KMR.

g. The USAKA/KMR and the DOE will coordinate mission schedules and keep each other advised of changes to current and future support requirements which will result in, for example, relocation of activities, loss or gain of missions, schedule changes, and reallocation of resources.

h. The DOE will request all support from USAKA/KMR formally, through Letters of Requirements & Request for Cost Estimates. The USAKA/KMR will provide cost estimates to DOE and will furnish the requisite support on a reimbursable basis. Likewise, the costs associated with the USASMDC/USAKA/KMR's access to and use of DOE's office and warehousing complex at Hickam AFB, Honolulu, will be reimbursed to DOE, in accordance

with a separate Interagency Support Agreement/Interagency Agreement to be negotiated between the DOE and USAKA/KMR.

i. The DOE will support USAKA/KMR in its efforts to reduce facilities, remove temporary structures, maintain the installation's security posture, and to the extent possible assist growth of the RMI economy.

5. SPECIFIC PROVISIONS

a. The USAKA/KMR will support, on a reimbursable and non-interference basis, the DOE medical and radiological missions in the RMI by providing on an "as available" basis, billeting and food services for mission personnel, staff, contractor and sponsored mission members, and medical translators, and, if medically necessary, for patients and related non-US personnel, in accordance with DOD, Army, USASMDC, and USAKA/KMR regulations; by providing surface, sea, and air transportation as necessary (if available); by providing surface, sea, and air transportation as necessary (if available); by providing clinical space and medical personnel as requested (if available); and by furnishing requested physician help, laboratory, ultrasound, and diagnostic imaging services (if available).

b. As requested the USAKA/KMR will support the DOE's environmental work by providing billeting, food service, surface and air transportation if available, cargo handling, and retrograde shipments, all on a reimbursable and non-interference basis.

c. The USAKA/KMR will provide family quarters housing, educational, health, dental, and community services at Kwajalein for the DOE coordinator, a contract employee of Bechtel Nevada Corporation. Additionally, the Medical Officer, under the DOE's medical program contract with the Pacific Health Research Institute (PHRI), will receive educational, health, dental, community services, and a family trailer for housing until October 1, 2003. The above mentioned services will be in accordance with USASMDC and USAKA/KMR regulations and are reimbursable from DOE as described in the ISA.

d. The USAKA/KMR will provide, on a reimbursable basis, administrative, technical, and professional services to the DOE, as requested, to fulfill its logistical and operational requirements in the RMI. Honolulu support includes ancillary services such as packing, crating, freight forwarding to enable transit of cargo and personnel aboard Air Mobility Command flights as requested by DOE, also on a reimbursable basis.

e. The USAKA/KMR will provide other categorical and/or miscellaneous services as may be defined and detailed in the ISA.

6. PUBLIC INFORMATION COORDINATION:

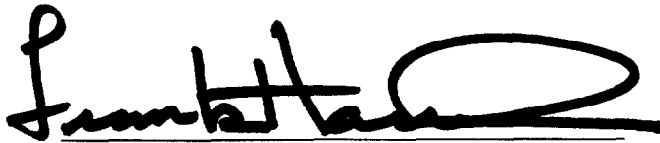
The USAKA/KMR and DOE will coordinate, subject to the Freedom of Information Act (5 U.S.C. 552), all activities and decisions regarding the disclosure of information to the public about support to the DOE's programs and projects at USAKA/KMR.

7. REVIEW, AMENDMENT, AND TERMINATION:

This MOU will be reviewed triennially by both parties beginning 120 days prior to the anniversary date, may be amended by written agreement between DOE and USAKA/KMR, and may be terminated by the mutual agreement of DOE and USAKA/KMR or by either party upon 90 days' written notice to the other party.

8. EFFECTIVE DATE:

This MOU shall become effective upon the date the last signatory signs the agreement.



FRANK HAWKINS
Director, Office of International Health
Programs
U.S. Department of Energy



GARY K. McMILLEN
Colonel,
Commander, USAKA/KMR

Feb. 4, 2000
Date

22 Jan 00
Date